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13  
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15 BANK OF AMERICA, N.A.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
(Sacramento Division)

21 On July 14, 2011, the Court entered its Interim Order Authorizing Debtor in Possession  
22 Shasta Lake Resorts, LP’s (“SLR”) Use of Cash Collateral (“Interim Order”). In addition to  
23 authorizing the use of cash collateral through September 2007, the Interim Order set a final  
24 hearing for cash collateral pursuant to Bankruptcy Rule 4001(b) for September 7, 2011 at 10:00  
25 a.m. (“Final Hearing”).

26 Secured Creditor BANK OF AMERICA, N.A. ("Secured Creditor") has agreed that  
27 Debtor may use cash collateral on the terms and conditions set forth in this Stipulation, subject to

1 approval of the Court.

2        Accordingly, Debtor, by and through its attorney of record Jamie P. Dreher of Downey  
3 Brand LLP, and, Secured Creditor, by and through its attorney of record Patricia H. Lyon of  
4 French & Lyon, a Professional Corporation, hereby enter into this Stipulation to Use Cash  
5 Collateral, based upon the following facts:

6        1.        Debtor filed its voluntary petition under Chapter 11 of the Bankruptcy Code on or  
7 about July 13, 2011 (“Petition Date”). The Debtor continues to manage and operate the estate as a  
8 Debtor-in -Possession. No Unsecured Creditors Committee has been appointed in this case.

9        2.        The Debtor owns and manages a luxury houseboat rental business with the trade  
10 name of houseboat.com (“Business”).

11        3.        Secured Creditor holds a certain documents and agreements, including without  
12 limitation a Loan Amendment and Consolidation Agreement, and a Security Agreement  
13 (collectively, the “Loan Documents”), executed by Debtor and evidencing a loan and line of credit  
14 in the original principal amount of \$7,000,000 (the “Loan”). Pursuant to the Security Agreement,  
15 the Loan is secured by Debtor’s personal property, including without limitation inventory, chattel  
16 paper, equipment, general intangibles and accounts, together with all proceeds and products of the  
17 same (the “Collateral”). Secured Creditor perfected its interest in the Collateral pursuant to a  
18 UCC-1 Financing Statement filed with the California Secretary of State.

19        4.        A portion of the Collateral also constitutes “Cash Collateral” as that term is defined  
20 in 11 U.S.C. §363(a).

21        5.        The Debtor does not dispute that Secured Creditor has a fully perfected lien against  
22 the Cash Collateral.

23        6.        The Debtor is in default under the terms of the Loan Documents. As of the Petition  
24 Date, the principal balance of the Loan secured by the Collateral is in excess of \$3,977,824.16,  
25 plus interest, collection costs, and attorney’s fees and costs recoverable under the terms of the  
26 Loan Documents (the “Indebtedness”).

27        / / /

28

1           7.       Secured Creditor contends that it has duly performed any conditions precedent on  
2 its part to be performed under the Loan Documents.

3       8.       The Debtor represents that no consensual liens or encumbrances senior to those of  
4 Secured Creditor exist against the Collateral and acknowledges that Secured Creditor has  
5 specifically relied on this representation in its consent to this Stipulation. Invalidity of this  
6 representation is a specific event of default under this Stipulation, giving rise to the Secured  
7 Creditor's remedies set forth below.

8                   9. The Debtor needs to use the Cash Collateral to operate Debtor's Business.

9        10.      Secured Creditor has agreed to the use of its Cash Collateral subject to Debtor's  
10      compliance with the terms set forth herein.

11        *NOW THEREFORE*, the Debtor and Secured Creditor enter into following agreement to  
12 use Cash Collateral on the following terms:

13 || 1. Definitions.

14                   A.        The term “Cash Collateral” shall have the same meaning as provided by 11  
15 U.S.C. Section 363(a).

## 16 || 2. Existing Agreements.

17        Except as modified by this Stipulation, all terms, conditions and provisions of the Loan  
18 Documents shall remain in full force and effect. This Stipulation or any other document executed  
19 by Debtor in favor of Secured Creditor in connection with this bankruptcy case shall be considered  
20 to supplement and not replace any agreement previously entered into between Secured Creditor  
21 and the Debtor. Notwithstanding the foregoing, the terms of any Plan of Reorganization  
22 confirmed by the Court in this case shall govern and provide the applicable terms, conditions, and  
23 provisions of the indebtedness of Debtor to Secured Creditor from and after the effective date of  
24 the confirmed Plan of Reorganization.

25       3.     The Debtor acknowledges that it is not presently aware of any grounds to challenge  
26 the validity, enforceability, or priority of the Secured Creditor's pre-petition claims or liens against  
27 the Collateral or the Cash Collateral.

1           4.     Terms and Conditions for the Use of Cash Collateral.

2           A.     Subject to the terms and conditions herein, the Debtor shall be entitled to  
3 use the Cash Collateral and to pay certain of the Debtor's actual and necessary operating expenses  
4 incurred after the Petition Date as set forth in Exhibit 1 (the "Budget") through the term of this  
5 Stipulation.

6           B.     All Cash Collateral heretofore collected and in the possession or under the  
7 control of the Debtor, and all Cash Collateral hereafter collected by the Debtor, shall be deposited  
8 into a debtor-in-possession bank account (the "Cash Collateral Account") and kept separate from  
9 any other funds of the Debtor. For purposes of this Stipulation, the Cash Collateral Account shall  
10 mean a debtor-in-possession bank account held at Union Bank.

11          C.     From the Cash Collateral Account, the Debtor may transfer to its payroll  
12 account and/or other existing accounts and pay those actual expenses set forth in the Budget which  
13 are incurred in the ordinary course of the Debtor's business and which are consistent with the  
14 terms of this Stipulation.

15          D.     Without the written consent of Secured Creditor, the total payments for  
16 monthly expenses shall not exceed the budgeted amount by more than ten percent (10.0%) of each  
17 line item contained in the budget, or one hundred and ten percent (110.00%) of the aggregate of all  
18 line items included on the Budget in any one month. No other payments or expenditures shall be  
19 made except as the Secured Creditor may specifically authorize in writing, which shall not be  
20 unreasonably withheld and the response to any such written request shall be provided in the most  
21 expeditious manner possible. For purposes of any such request, an email to counsel for the  
22 Secured Creditor including such request shall satisfy the requirement of a writing, as will any such  
23 response by email to the Debtor's counsel. Any unused sum remaining in any one category of  
24 expense may not be rolled over to a subsequent month, unless such rollover is because payment of  
25 an expense category was not yet due or made in such prior month but such expense was  
26 nonetheless incurred.

27          ///

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1       5. Adequate Protection Payments. The Debtor shall remit to Secured Creditor  
2 monthly adequate protection payments (the "Adequate Protection Payments") equal to the amount  
3 of interest accrued on a daily basis at a rate of Prime plus 2.5% per annum on the unpaid principal  
4 balance of the Loan no later than the 1<sup>st</sup> calendar day of each month, such payments to be  
5 retroactive to the Petition Date. Currently, such monthly interest payment for the month of  
6 September 2011 is estimated to be \$19,060.41, based on interest accrued on a principal balance of  
7 \$3,977,824 at the Prime rate of 3.25% plus 2.5% per annum, and to be adjusted after application of  
8 the proceeds of the sale houseboats to the outstanding indebtedness. Within 5 days of the entry of  
9 an Order approving this Stipulation, the Debtor shall deliver an Adequate Protection Payment for  
10 an amount sufficient to pay such interest from the Petition Date to September 1, 2011. Such  
11 interest amount is \$31,132.00 based on an interest rate of Prime plus 2.5% from July 14, 2011  
12 through August 31, 2011 (49 days) using a principal balance of \$3,977,824. If this Stipulation is  
13 not approved by October 1, 2011, the Adequate Protection Payment then due shall include the  
14 October 1, 2011 Adequate Protection Payment.

15       All payments should be delivered to Secured Creditor as follows:

16       If by Wire:

17           Bank of America, NA  
18           ABA #026009593  
19           Account #1366211001000  
20           Attention: (Kathy S. Wood, 206.358.8196)  
21           \$ (insert amount of wire)  
22           Shasta Lake Resorts Co # 493, Bank 16 -950230/299  
23           Special Instructions: Include pertinent information, such as if funds are for a  
24           principal and/or interest payment.

25       If by U.S. Mail:

26           Susanne M. Perkins  
27           Vice President & Portfolio Officer  
28           Bank of America N.A.  
29           Mailing Address Only  
30           Fifth Avenue Plaza Floor 13  
31           800 5th Ave  
32           Seattle, WA 98104-3176  
33           WA1-501-13-24  
34           Telephone: 650.726.4507

1           6.       Debtor further agrees that any turnover to Secured Creditor of the Cash Collateral  
2 pursuant to this Stipulation is voluntarily made. The Debtor further agrees that any turnover to  
3 Secured Creditor of the Cash Collateral shall not constitute a cure of any default or a waiver of  
4 Secured Creditor's right to exercise any of its rights or remedies under the Loan Documents.  
5 Nothing herein shall constitute a waiver by Secured Creditor of its right to collect the actual  
6 amount of interest that is due and payable under the Loan Documents, including without limitation  
7 the default rate of interest provided for therein. Notwithstanding the foregoing, nothing in this  
8 Paragraph or Stipulation shall be deemed to limit the Debtor or the Secured Creditor's ability to  
9 modify such terms either by agreement or pursuant to a Plan of Reorganization which is confirmed  
10 by the Court in this case.

11           7.       Post-Petition Liens; Adequate Protection.

12           A.       By virtue of, among other things, the provisions of the Loan Documents,  
13 Secured Creditor asserts that it holds a valid, duly perfected, enforceable and non-avoidable most  
14 senior security interest in the Cash Collateral. As further partial adequate protection for the  
15 continued use by the Debtor of the Cash Collateral as provided for under this Stipulation, Secured  
16 Creditor shall be granted a valid, duly perfected, enforceable and non-avoidable replacement lien  
17 and security interest of the same priority in all post-petition Cash Collateral and other personal  
18 property of the Debtor to the extent such property is covered by Secured Creditor's Security  
19 Agreement and UCC-1 Financing Statement (collectively, the "Post-Petition Collateral"). The  
20 Debtor shall execute such documents as Secured Creditor may require to perfect its security  
21 interest hereunder, but entry of the Court's order approving this Stipulation shall constitute a  
22 validly perfected first lien and security interest upon the Post-Petition Collateral generated after  
23 the Petition Date and no filing, recordation or other act in accordance with any applicable local,  
24 state or federal law shall be necessary to create or perfect such lien and security interest.

25           B.       The post-petition liens in favor of Secured Creditor shall secure repayment  
26 to Secured Creditor of the difference between the actual amount of Cash Collateral spent by the  
27 Debtor from and after the Petition Date and the Cash Collateral unspent for the same time period.  
28

1 The post-petition liens granted hereby shall not in any way reduce, eliminate or supersede any  
2 security interest previously granted to Secured Creditor, but shall instead be a continuation  
3 thereof, from and after the Petition Date.

4       8.     Sale of Used Houseboats.

5           Subject to the provisions set forth herein, the Debtor and Secured Creditor agree that  
6 Debtor may continue to market and sell used houseboats in the ordinary course of the Debtor's  
7 business. The Debtor acknowledges and agrees that Debtor's used houseboats are "inventory" and  
8 are subject to Secured Creditor's lien. Accordingly, any proceeds generated from the sale of  
9 Debtor's used houseboats are proceeds of Secured Creditor's collateral and constitute Cash  
10 Collateral. In addition to the Adequate Protection Payments provided for herein, the Debtor  
11 agrees that 100% of the Net Sale Proceeds of each houseboat to be sold shall be paid to Secured  
12 Creditor as a condition of any sale, in exchange for the payment of which Secured Creditor shall  
13 release its lien against the houseboat being sold. The Net Sale Proceeds must equal or exceed the  
14 Net Book Value as reflected in Debtor's records as of December 31, 2010. "Net Sale Proceeds" as  
15 used herein means 100% of the proceeds of sale after deduction for sales taxes, registration and  
16 transfer fees costs, permit fees. Notwithstanding the foregoing, the Secured Creditor may, in its  
17 sole discretion, agree to release its lien against any houseboat for an amount less than the Net  
18 Book Value. "Sale" as used in this Stipulation shall mean the transfer of title to any houseboat  
19 subject to Secured Creditor's lien, no matter how structured, including without limitation, pursuant  
20 to a sale and leaseback arrangement, to any person or entity, other than Debtor, including without  
21 limitation, to any related entity or affiliate of Debtor.

22       9.     Liquidation of McClure Site Assets. The Debtor and Secured Creditor agree that  
23 the net proceeds of the sale or other liquidation of Secured Creditor's Collateral related to the  
24 business operations at the Debtor's Lake McClure site shall be held pending further agreement or  
25 allocation of such assets. The Debtor shall account for such liquidation and sale of Collateral in  
26 the reports to be provided to the Secured Creditor. The Debtor agrees that such assets will not be  
27 sold without court approval and with notice to the Secured Creditor and an opportunity to be heard  
28

on any such sale or settlement.

## 10. Reporting Requirements.

The Debtor shall prepare and maintain and upon reasonable notice provide to Secured Creditor for examination the following records:

A. All records required to be kept or maintained by the Debtor, including those required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the rules of this Court and the United States Trustee.

B. All records required to be kept or maintained by the terms and conditions of this Stipulation, and any other agreement executed by the Debtor in favor of Secured Creditor.

C. In addition, the Debtor shall provide to Secured Creditor the following reports in a timely manner.

1. On or before execution of this Stipulation, the Debtor shall provide Secured Creditor with copies of all non-confidential documents filed by the Debtor with the Office of the U.S. Trustee.

2. No later than the 20<sup>th</sup> day of each month commencing September 20, 2011, Debtor shall provide to Secured Creditor an accounting of all receipts, disbursements and accruals for the prior month, with sufficient detail that Secured Creditor can determine the source and use of such receipts, disbursements and accruals, together with a monthly cash flow statement, a profit and loss statement.

3. The Debtor shall also provide Secured Creditor in a timely and prompt fashion all reports or other information required by the Loan Documents and any other agreement executed by the Debtor in favor of Secured Creditor or any other agreement which may in the future be executed by the Debtor in favor of Secured Creditor.

4. No later than the 20<sup>th</sup> day of each month commencing September 20, 2011, the Debtor shall also provide to Secured Creditor with detailed accounts payable agings and detailed accounts receivable agings containing the identity of the payee or account debtor, the amount of the payable or receivable, and the date on which such payment is due.

1                   D.     Inspection Rights. Secured Creditor is authorized, in its discretion, to  
2 reasonably audit the Debtor's books and records, and to inspect the Collateral. Secured Creditor  
3 or its designated representative or agent shall be entitled on reasonable notice to inspect the books  
4 and records of the Debtor at any time during normal business hours. Pursuant to the Loan  
5 Documents, Debtor is required to bear the costs of such inspections.

6                   E.        In addition to the foregoing inspection rights, Secured Creditor shall have  
7 and be entitled to all inspections or other information required by the Loan Documents or any  
8 other agreement which may in the future be executed by the Debtor in favor of Secured Creditor.

## 11. Default; Remedies Upon Default.

12                   A.        Any failure of the Debtor to perform fully or satisfy the promises, duties,  
13 covenants, provisions or terms of this Stipulation, the Loan Documents, or any breach of a  
14 representation or warranty therein, shall be an event of default under this Stipulation unless timely  
15 cured. Any such default under this Stipulation or any other agreement between the parties shall  
16 constitute a default under all agreements between the parties. In the event of a default:

17                   B.        Secured Creditor may provide the Debtor with written notice stating that a  
18 default has occurred (which notice may be given by facsimile transmission and/or email to counsel  
19 for the Debtor). Upon the failure of the Debtor to cure such default by 5:00 p.m. on the fifth day  
20 following the day on which such notice is given, then:

1 only object to such relief by providing evidence that such default has been cured or does not  
2 otherwise exist.

3       12.     Bankruptcy Court Approval.

4               The Debtor shall immediately seek Bankruptcy Court Approval of this Stipulation.

5       13.     Term.

6               Upon the entry of an order by this Court approving the terms of this Stipulation, the  
7 Debtor's right to use Secured Creditor's Cash Collateral shall become effective as of the Petition  
8 Date and shall continue in effect until the sooner of (a) November 30, 2011, (b) an event of  
9 default, or (c) further order of the Court. The term of this Stipulation may be extended by written  
10 agreement of the Debtor and Secured Creditor.

11       14.     Reservation of Rights.

12               Secured Creditor shall have the right to waive any of the rights, remedies or powers  
13 granted herein, and shall have no obligation or duty to any other person or party with respect to the  
14 exercise of said rights, remedies or duties. Delay in or failure to exercise any rights, remedies or  
15 duties shall not subject Secured Creditor to any liability to any other person or party, nor shall any  
16 other person or party rely upon, or in any way assert as a defense to any obligation owing to  
17 Secured Creditor such delay or failure. All of Secured Creditor's rights and remedies in law and  
18 equity are specifically reserved.

19       15.     Nothing contained in this Stipulation or the order approving this Stipulation shall  
20 be deemed or construed to waive, reduce or otherwise diminish the rights of Secured Creditor to  
21 seek additional or different adequate protection of its interest under the Loan Documents, or to  
22 take any other action in this Chapter 11 case including seeking relief from stay at an earlier date.  
23 Nothing contained in this Stipulation or the order approving this Stipulation shall be deemed or  
24 construed to be an admission that Secured Creditor is adequately protected.

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1        *NOW THEREFORE*, the parties stipulate to the foregoing use of Cash Collateral from the  
2 Petition date through the term of this Stipulation as provided for herein.

3 Dated: September 16, 2011

DOWNEY BRAND

4 By:

5   
6 Jamie Dreher, Attorneys for Debtor,  
7 SHASTA LAKE RESORTS, LP

8 Dated: September 16, 2011

9 FRENCH & LYON  
10 A Professional Corporation

11 By:

12 Patricia H. Lyon, Attorneys for  
13 Secured Creditor,  
14 BANK OF AMERICA, N.A.



	Aug	Sep	Oct	Nov	Dec	Total
<b>Beginning Cash Bal</b>	<b>1,845,296</b>	<b>1,228,291</b>	<b>928,583</b>	<b>617,972</b>	<b>216,569</b>	
<b>Cash Inflows:</b>						
Houseboat & Other Boat Rentals	265,469	99,661	21,321	6,614		
Berth Rents	59,500	25,631	22,821	26,654		
Retail Sales	298,049	117,412	35,917	14,915		
<b>Total Inflows</b>	<b>623,018</b>	<b>242,704</b>	<b>80,059</b>	<b>48,182</b>		
<b>Cash Outflows:</b>						
Inventory Purchases	252,400	132,950	33,200	6,400		
Advertising	5,862	14,375	17,633	40,000		
Banking Fees	400	400	800	400		
Credit Card Discounts/Data Processing/Cash O&S	22,300	13,157	3,265	2,124		
Management Fee-WRI	116,441	107,509	47,114	4,000		
Insurance	95,000	18,000	-	128,000		
Employee Training/Travel/Education	1,800	2,355	1,101	3,830		
Principal & Interest	13,200	33,200	33,200	33,200		
Labor & Burden	172,439	154,822	131,833	113,963		
Professional Fees/Legal/Accounting	25,744	27,000	22,183	16,659		
Taxes/Licenses-Other	64,200	1,500	5,800	2,500		
Repairs/Maintenance	8,600	5,100	5,200	4,745		
Refuse	1,500	2,021	2,099	700		
Rent-Govt & Other	16,924	9,137	10,137	59,137		
Supplies/Fuel	53,759	26,321	11,351	6,928		
Utilities (including Communications)	12,126	12,505	11,675	9,500		
Capital Improvement Expenditures	800	3,200	3,000	3,000		
Deposits to Vendors/BK	7,000					
Vestra Underground CleanUp Costs (Reimb later)	4,800	4,800	4,800	3,000		
Sales Tax	24,941	12,060	8,780	1,000		
Refund of Customer Deposits-Shasta	250,000	140,000	30,000	8,000		
Refund of Customer Deposits-Melones	65,000	75,000	7,500	2,500		
Funds held in Trust - NM RAFI Acct (Beg Cash includes this amt/back out)	58,527					
Receipts on Accounts Receivable	(33,739)	(253,000)				

**Note:**

Houseboat Sales & Princ Pmts to Bank result in no cash increase/decrease

#### Detail for Shasta & Overhead

Cash Inflows:				
Houseboat & Dther Boat Rentals	173,069	71,961	17,921	3,314
Berth Rents	1,600	2,830	-	5,652
Retail Sales	212,262	73,700	26,112	8,537
<b>Total Inflows</b>	<b>386,931</b>	<b>148,491</b>	<b>44,033</b>	<b>17,503</b>
Cash Outflows:				
Inventory Purchases	183,000	98,200	22,300	4,200
Advertising	4,975	13,675	17,133	39,500
Banking Fees	400	400	800	400
Credit Card Discounts/Data Processing/Cash O&S	18,000	9,092	2,745	1,604
Management Fee-WRI	116,441	107,509	47,114	4,000
Insurance	95,000	18,000	-	128,000
Employee Training/Travel/Education	1,300	2,274	1,000	3,680
Principal & Interest	6,600	26,600	26,600	26,600
Labor & Burden	111,749	113,375	97,118	85,695
Professional Fees/Legal/Accounting	13,229	17,500	13,483	9,039
Taxes/Licenses-Other	50,600	1,500	-	2,500
Repairs/Maintenance	6,400	3,100	3,700	3,245
Refuse	250	521	799	100
Rent-Govt & Other	977	9,037	10,037	23,037
Supplies/Fuel	44,161	22,288	8,780	5,218
Utilities (including Communications)	8,405	8,005	7,775	6,375
Capital Improvement Expenditures	800	3,200	3,000	3,000
Deposits to Vendors/BK	7,000			
Vestra Underground CleanUp Costs (Reimb later)	4,800	4,800	4,800	3,000
Sales Tax	24,941	12,060	8,780	1,000
Refund of Customer Deposits-Shasta	250,000	140,000	30,000	8,000
Refund of Customer Deposits-Melones	65,000	75,000	7,500	2,500
Funds held in Trust - NM RAFI Acct (Beg Cash includes this amt/back out)	58,527			
Receipts on Accounts Receivable	(33,739)	(253,000)		

#### Detail for Melones

Cash Inflows:				
Houseboat & Other Boat Rentals	92,400	27,700	3,400	3,300
Berth Rents	57,900	22,801	22,821	21,002
Retail Sales	85,787	43,712	9,805	6,378
<b>Total Inflows</b>	<b>236,087</b>	<b>94,212</b>	<b>36,026</b>	<b>30,679</b>
Cash Outflows:				
Inventory Purchases	69,400	34,750	10,900	2,200
Advertising	887	700	500	500
Banking Fees				
Credit Card Discounts/Data Processing/Cash O&S	4,300	4,065	520	520
Management Fees / Inc. in OH				
Insurance / Inc. in OH				
Employee Training/Travel/Education	500	81	101	149
Principal & Interest	6,600	6,600	6,600	6,600
Labor & Burden	60,690	41,448	34,715	28,269
Professional Fees/Legal/Accounting	7,215	7,500	6,700	7,620
Taxes/Licenses-Other	13,600	-	5,800	-
Repairs/Maintenance	2,200	2,000	1,500	1,500
Refuse	1,250	1,500	1,300	600
Rent-Govt & Other	15,947	100	100	36,100
Supplies/Fuel	9,598	4,033	2,571	1,710
Utilities (including Communications)	3,721	4,500	3,900	3,125

**Detail for McClure**

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**Cash Inflows:**

**None/Business Assumed by Merced Irrig. District 6/2011**

**Total Inflows**

**Cash Outflows:**

**Professional Fees/Legal/Accounting**

5,300	2,000	2,000	-
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